

**OHIO DEPARTMENT OF AGRICULTURE
DELAYED PRICE AGREEMENT**

Date: _____

Number: _____

It is hereby agreed that the undersigned Seller may, from time to time by Seller's choice, sell and deliver to the undersigned Buyer agricultural commodities on which the price is to be established at a later date. Seller pledges that the commodities delivered pursuant to this agreement shall be free of any lien or encumbrance.

In selling commodities under this agreement, Seller fully understands that **Seller is transferring title** to Buyer upon delivery, and that after delivery Seller is a creditor of Buyer for the market value of the commodities delivered until the price is established and settlement is completed. If Buyer defaults in his obligation for settlement, Seller's rights as a creditor of Buyer, pending settlement, are set forth in ORC 926.021(B), which creates a lien on the agricultural commodities delivered to Buyer.

Upon demand by Seller, Buyer is obligated to pay his regular bid price at the time of demand for the commodities being priced by Seller which have been delivered under this agreement, less any service charge which is due and payable to Buyer. Notice of said demand shall be made to Buyer at Buyer's regular place(s) of business and shall be by the following method (check all that apply): _____ (oral) _____ (in writing).

The charges for service under this agreement shall be posted in a location at the handler's facility where they shall be accessible for observation and reading by persons marketing agricultural commodities.

Seller name (Please print)_____
Buyer (Please print)_____
Address_____
Address_____
Authorized Signature_____
Authorized Signature